

**Questions Generated from the Portsmouth and Paducah Project Office (PPPO)  
Remediation RFP – Group 6 (February 24, 2004)**

101. Page C.2-11 of 32; C.2.3.1.2.b): “Highly Enriched Uranium Program b) Continue surveillance and maintenance of the HEU cells in compliance with DOE Directives, Portsmouth Safety Analysis Reports and EMEF-HEU-110, Rev. 1.” a. Is this work currently performed by USEC? b. Does this work require all personnel to have Q-Clearances? c. Would DOE provide the forward pricing unit rates that USEC has agreed to for performing this scope of work? d. Is this Contract agreement assignable to the Remediation contractor?

Answer: a. The surveillance and maintenance of the HEU cells is currently performed by BJC through a Work Authorization with USEC. b. Yes. c. BJC negotiates the rates with USEC annually. The current FY04 estimate is \$750,000. d. Work authorizations are not subcontracts; however, they may be assignable if all parties agree. The contractor is responsible for ascertaining the method and mechanism for performing this work.

102. Page C.2-16; C.2.5.2 Work to be Performed: “Disposition of existing uranium materials either through reuse, sales or disposal of the material.” Does this requirement include the 4,500 metric tons of uranium materials in X-744G?

Answer: Yes.

103. Will the site GIS system (OREIS) be maintained by the Remediation or Infrastructure contractor?

Answer: The Remediation contractor is responsible for data input and management of both Portsmouth and Paducah environmental information systems, such as the Geographic Information System (GIS) and Oak Ridge Environmental Information System (OREIS). This will be formalized in an amendment to the solicitation.

104. Section L.18, Volume II, Cost and Fee Proposal, imposes several undue requirements on a small business or group of small businesses. The contractor is required to develop a detailed cost estimate for all elements of the scope of work (SOW) for each of the six fiscal years and to propose a total cost. As noted in Item 1 above, it is this total cost that binds the contractor to cost sharing and the possibility to lose its entire fee. The cost proposal must be detailed for direct labor (including labor categories), materials, equipment, supplies, disposal costs, transportation, and subcontractors.

The level of effort to prepare this cost proposal will approach \$200,000 and must be accomplished in less than 8 weeks. The preparation of a \$273 million cost estimate with several thousand activities, perhaps 100 vendor quotes, several planning sessions to define the manner of performance, and detailed review for inherent risks, value engineering, and contingency analysis to a range of less than 10 percent variance is unreasonable and severely restrictive to a small business.

**Questions Generated from the Portsmouth and Paducah Project Office (PPPO)  
Remediation RFP – Group 6 (February 24, 2004)**

The LCB plan for Fiscal Year 2004 at the Portsmouth Site was developed down to Level 6 of the Work Breakdown Structure (WBS) and took several months of iterative revision. BJC had detailed knowledge of every one of the WBS elements. They had staff at the site who could go out and view details down to Level 6, had access to Top Secret data and drawings, previous LCBs, and numerous reviews by local DOE staff. Inasmuch as neither Bechtel nor Jacobs are precluded from bidding this contract, the DOE should not expect a small business to develop a 5-year LCB with greater precision without access to the same information. The information would need to include the same level of detail required in the proposal: a summary level figure provides no real value.

**Recommendation:** Convert the cost section to a cost reimbursable model with professional hours and categories, craft labor block, other direct costs block, subcontractor block, and provisions for capping overheads and general and administrative costs. This is the approach used by DOE in its nationwide FOCUS RFP for more than \$800 million in opportunity.

Answer: The Department's response to your recommendation is as follows. Award(s) has not yet been made for the FOCUS RFP and the Department will not comment on an on-going procurement. However, the Portsmouth/Paducah Remediation solicitation is a cost-plus-incentive-fee (CPIF) type contract and does require the stated cost information to enable evaluation of the offeror's costs in accordance with the terms and conditions of the solicitation. Offerors are not told how to bid, but are provided the flexibility to prepare their proposals consistent with their selected technical approach to work.

| 105. Is DOE paying waste disposal costs to Envirocare and NTS directly?

← - - - - Formatted: Bullets and Numbering

Answer: All waste disposal costs are part of the Target Cost and funding on the contract(s), regardless of the payment mechanism (e.g. subcontract by contractor, DOE contract, DOE transferring funds, etc.). Regardless of how the contracting mechanism and/or how the funds transfer is accomplished, the contractor is responsible to identify and manage all waste through disposition.

| 106. Will the contracts for NFS be assigned to the ER contractor or are they DOE contracts managed by the ER contractor? b. If the contracts are to be assigned to the ER contractor will DOE please provide the contract values for inclusion in the proposed cost estimate?

← - - - - Formatted: Bullets and Numbering

Answer: a. It is DOE's intent to assign the three subcontracts listed in Section J, Attachment 6 as "CONTRACTOR SHALL ASSUME" to the Remediation contractor(s). Contract values for estimating purposes will be posted to the Remediation Web Site.

| 107. The list of facilities included in the RFP does not indicate which facilities are Category 2 Nuclear Facilities. Will DOE please provide this information?

← - - - - Formatted: Bullets and Numbering

**Questions Generated from the Portsmouth and Paducah Project Office (PPPO)  
Remediation RFP – Group 6 (February 24, 2004)**

Answer: Portsmouth Facilities: X-326 DMSA 14, et al; X-326 L-Cage, RCRA Storage; X-333 DMSA, Storage (1A); X-345, SNM Storage; X-705E, Oxide Conversion; X-744G, Uranium Material Warehouse; X-745C, Cylinder Yard; X-745E, Cylinder Yard; X-7725, RCRA Storage; X-7745R, Storage Yard. Paducah facilities: C-746-Q; C-745-cylinder yards; some DMSAs; and C-410/420 Complex.

- | **108.** Section B.1(Page 10) “Contract Transition costs are those costs related to moving the contract team into place at the Portsmouth Paducah Project Office (PPPO). a. Is the intent of this language to authorize incurring transition costs at Paducah, KY? b. Will there be transition activities at the PPPO in Lexington, KY? If so, what are they?”

Formatted: Bullets and Numbering

Answer: Amendment 0001 clarified Section B.1.8, “Authorization of Transition Costs under the Contract.”

- | **109.** Clause C.1.9.3 l) calls for an environmental compliance due diligence process, but indicates that the “results of due diligence shall not be the basis for a change to the target cost.” Is this statement intended to over-ride other provisions of the contract, for changes and pre-existing conditions, such that the contractor is to bear the risk of related cost impacts, as related to target cost? Or is this statement merely intended to clarify that the due diligence is separate from the changes process, with no automatic linkage to Target Cost changes?

Formatted: Bullets and Numbering

Answer: The statement is not intended to override other provisions of the contract; however, the due diligence process does not necessarily create a basis for a change to the Target Cost.

- | **110.** The CAS clauses are included at I.67, 68, 69 and 85. Further, the anticipated funding profile exceeds the threshold for full CAS coverage. However, there is an exception to CAS coverage for small businesses at CAS 9903.201-1 (b)(3). Is it anticipated that, because of the size of this procurement, this contract will be fully CAS covered, in spite of the set-aside for small business?

Formatted: Bullets and Numbering

Answer: The CAS clauses are included in the event the small business concern subcontracts work to a large business. It is anticipated that the small business concern itself would be exempt.

- | **111.** Section C.1.2.2 DOE Material Storage Areas, requires in part, that the Remediation contractor, submit characterization reports and perform closure, partial closure, and post-closure in accordance with the Agreed Order between DOE and the Commonwealth of Kentucky dated October 3, 2003. Many of the timeframes in the Agreed Order use “receipt of final validated data for entry into the OREIS database” as the start of the time frame. However, the OREIS database is not listed as one of the databases that will be made available to the contractor in section H.17, Government Furnished Services and Items (GFSI). Will DOE consider either adding

Formatted: Bullets and Numbering

**Questions Generated from the Portsmouth and Paducah Project Office (PPPO)  
Remediation RFP – Group 6 (February 24, 2004)**

OREIS to section H.17, or consider specifying an alternate means of complying with these Agreed Order requirements?

Answer: The OREIS database has been added to the GFSI clause in an amendment.

- | 112. Section J, Attachment 5.1 provides a breakdown of anticipated funding by PBS. However, no amounts are indicated for PBS items PA-0102 and PA-0103. Does this mean that these activities will be separately funded, to be excluded from the proposal cost estimate? a. If not: Are post-retirement benefits to be included in cost estimates? On what basis? If post-retirement benefits will not be separately funded, does this mean that such costs are to be included in the cost proposal? What information is available on those costs? b. Similarly, if contractor support for the Citizens Advisory Board activities are not to be separately funded, are such costs to be included in the cost proposal? If so, is there information to define the extent of such activities?

Formatted: Bullets and Numbering

Answer: The activities under PA-0103 are not a part of the scope of work for the Remediation RFP. However, the Remediation Contractor shall *support* these activities, meaning answering questions, providing documents/data if necessary, preparing a presentation on its activities, and any other activities that are in support of Community and Regulatory activities which was addressed in the answer to question #62, but offerors will not receive separate funding for these activities. Offerors should include this level of support activities in their cost estimates. BJC has the responsibility to administer the MEPP and MEWA activities under PA-0102, but the funding for BJC's administration of the plans related to the Remediation contractors employees in the MEPP and/or MEWA is to be provided by or from the Remediation contractor's funding (yearly and total) for its employees (and cost of subcontractors' employees for which the contractor reimburses the subcontractor) in the MEPP and MEWA. Information regarding the administration cost per employee has been posted to the Remediation Web Site. The Remediation contractor is responsible for administering its pension and benefit plan(s) for its employees not covered by the MEPP and MEWA.

- | 113. Clause H.17 indicates that the Infrastructure contractor will provide telecommunications services, but appears to specify that this is restricted to land lines and similar links. Is it intended that the ER contractor will maintain all telecommunications and computer networking capability within buildings?

Formatted: Bullets and Numbering

Answer: This has been clarified in Amendment 0002.

- | 114. [Paducah ] When will the photographs referenced in Appendix A of the "Remedial Action Work Plan for C-410," and on C.1-29 of 45 of the RFP be available to bidders for review?

Formatted: Bullets and Numbering

Answer: The directions regarding how to obtain the photographs have been posted to the Remediation Web Site.

**Questions Generated from the Portsmouth and Paducah Project Office (PPPO)  
Remediation RFP – Group 6 (February 24, 2004)**

- | **115.** [Paducah ] Descriptions of Zones 34, 35, and 53 are not provided in Appendix A of the “Remedial Action Work Plan for C-410.” When will these descriptions, along with Zone/Sector Maps, be provided to bidders?

Formatted: Bullets and Numbering

Answer: Zones 34 and 35: Zones 34 and 35 are open, hallway type areas, with Zone 34 to north and Zone 35 to south. They provide an open passageway from the south side of the facility to the north side of the facility. The east side of Zone 35 is bounded by areas that were used for offices and lab facilities. The east side of Zone 34 borders the former control room. The west side of both zones face the HF Reactor area. These two zones do not include significant installed equipment or process systems; however, as they are essentially open space, stored equipment and materials from both the C-410 Complex and other areas of the Paducah Plant have accumulated.

Zone 53: Zone 53 is the transformer basement, located under Zones 34 and 35. It is bounded by column line G to the west, column line J to the east, and column lines 1 and 11 to the south and north, respectively. The entry to this zone is visible from Photo 26AB of the "Pit" area of Zone 26 in the iPIX photographs. Zone 53 contains the transformer and power distribution equipment that provided power to the C-410 complex, with the exception of the fluorine cell rooms. This power distribution equipment is damaged beyond repair, as a result of water flooding that occurred in 2001 from a water line rupture in the building. The water has been removed and disposed. The equipment was evaluated and determined to be not repairable.

- | **116.** Section C.1.1.1.1, page C.1-4 of 45, General Information: This paragraph identifies the contributors to contaminants in the Northwest and Northeast Plumes. Item 1 identifies Solid Waste Management Unit (SWMU) 11 and item 3 identifies SWMU 1, however the solid waste management unit for item 2 is not identified. In order to clarify scope, please identify the SWMU associated with item 2.

Formatted: Bullets and Numbering

Answer: SWMU 209

- | **117.** Section C.1.1.1.3, page C.1-5 of 45, Milestones/Schedule/Reference Documents: Refers to Exhibit C.1.0.3 identifying milestones and due dates. A D1 submittal of the Source Control Record of Decision is due 8/3/04, which is prior to the planned start of the contract period of performance. The Proposed Plan (D1) for this ROD is due January 30, 2004 (as noted in the Letter of Intent between the Department of Energy and the Commonwealth of Kentucky, Attachment 1, Groundwater Operable Unit discussion). When and where will DOE make the Source Control Proposed Plan available?

Formatted: Bullets and Numbering

Answer: The DOE will post the draft Proposed Plan on the Remediation Web Site when it is available.

**Questions Generated from the Portsmouth and Paducah Project Office (PPPO)  
Remediation RFP – Group 6 (February 24, 2004)**

**118.** Section C.1.1.1.2, page C.1-5 of 45, Work to be Performed: The scope for item (a) includes “installation and operation of a large-scale system to control the TCE source of the Northeast and Northwest Plumes.” The scope for item (b) states that “The cleanup level shall be as stated in the Agreed Order (DWM-31434-042).” The scope for item (a) and item (b) are inconsistent in that one requires “control” and the other “cleanup” as the objective to be achieved at or before the end of the contract performance period (9/30/09). Please clarify the objective to be achieved at or before the end of the contract performance period (9/30/09) for the Source Control scope defined in this section of the RFP and identify the specific page and article in the Agreed order that defines the criteria for “control” and “cleanup.”

Formatted: Bullets and Numbering

Answer: “Control” in Section C.1.1.1.2a) should be “cleanup.” The last sentence in Section C.1.1.1.2b) will be revised to state “The cleanup level shall be consistent with the Treatability Study, however, the actual cleanup level shall be as defined in the Record of Decision.” Offerors are advised for the purposes of proposal preparation to use the cleanup levels specified in the Treatability Study.

**119.** Section C.1.1.3, page C.1-6 of 45, Groundwater Site Assessment: This scope is considered complete upon submittal of the S&T Landfill Site Investigation Report and decision documents, Southwest Plume decision documents, and a Burial Grounds RI/FS Work Plan. The milestone schedule includes additional scope not covered in this introduction or in section C.1.1.3.2 (a) through (g). Specifically the S&T Landfill “Implementation of CECLA Documents,” and the Southwest Plume “Remedial Action Field Start” are not covered in the scope defined in section C.1.1.3.2 (a) through (g). Please clarify the completion requirements for this WBS element. It appears that this WBS element is complete when all CERCLA decision documents are submitted and approved and that the scope does not include implementation of the response action.

Formatted: Bullets and Numbering

Answer: Section C.1.1.3. is complete when all applicable CERCLA decision documents have been submitted and approved as stated in the SOW Section C.1.1.3.2. The additional work is dependent upon the outcome of the CERCLA process and any additional work scope that may result from the decision documents will be handled as a contract modification in accordance with the terms and conditions of the contract.

**120.** For estimating purposes, are costs for disposal at DOE facilities such as Envirocare, Nevada Test Site, etc. to be included in the offerors' target costs in the proposal or does DOE pay for waste disposal costs directly or from a separate funding item? If disposal costs are to be included in the offerors' submittal, can we be provided with information on costs (rates for each type of materials disposal and transportation)?

Formatted: Bullets and Numbering

Answer: Disposal costs are a part of the Target Cost. For the purpose of proposal preparation, offerors should provide a reasonable and realistic estimate of their disposition costs for the waste types at the various receiver sites. The disposal costs

**Questions Generated from the Portsmouth and Paducah Project Office (PPPO)  
Remediation RFP – Group 6 (February 24, 2004)**

in the current DOE-Ohio contract with Envirocare will be provided and posted to the Remediation Web Site when available. The DOE does not guarantee availability of this contract during the term of the remediation contract.

- | 121. Reference is made to Section C.1.2.3.1 -General Information. Are the 5100 containers cited in the last paragraph of the section included in the waste inventories cited in Exhibits C.1.2.3a, or are the 5100 drums a separate item?

← - - - - **Formatted:** Bullets and Numbering

Answer: Yes, the 5,100 drums are included within the inventories identified in Exhibit C.1.2.3.a.

- | 122. What are the units of volume and weight used in Exhibit C.2.2.2, please?

← - - - - **Formatted:** Bullets and Numbering

Answer: Cubic meters and Kilograms

- | 123. C.2 page 10 of 32; C.2.2.2 talks about waste storage, characterization, process, package and ship. I assume the Infrastructure contractor will need to do some of this for their waste they generate and then they turn it over to the Remediation contractor. This all needs to be better defined, with roles and responsibilities, etc.

← - - - - **Formatted:** Bullets and Numbering

Answer: Your assumption is incorrect. The infrastructure contractor is responsible only for initial characterization of the waste generated from their activities and for disposition of sanitary waste. A sentence was revised in Section C.2.2.2. in amendment 0001 to the Portsmouth Remediation SOW clarifying the roles and responsibilities regarding waste such as “This shall include final characterization, packaging, labeling, and final disposition of all acceptable waste from the Infrastructure Contractor, excluding sanitary waste.”

- | 124. Section C.1 and C.2 (SOW). Is the contractor going to have responsibility for performing property management, FIMS, and fleet management duties? If so, the SOW does not include this responsibility. If the contractor is not performing property management function, why is property listed in the RFP and why are there contract clauses addressing property management? DOE property management has been scrutinized many times by the IG when contractors or other entities have property and do not have a property system and perform their own inventories.

← - - - - **Formatted:** Bullets and Numbering

Answer: The Remediation SOWs was revised to include property management requirements. Amendment 0002 was issued to formalize the change.

125. Section C.1 and C.2 (SOW). Also, if it is decided that the infrastructure contractor will provide all property management services for the remediation contractor, the infrastructure contractor will incur a huge potential liability for property located in the physical custody of the remediation contractor and its subcontractors. If the infrastructure contractor is disposing of all property on site, are they going to be held responsible for losses, thefts, and damages that occur with property that is under the physical control of the remediation contractor?

← - - - - **Formatted:** Bullets and Numbering

**Questions Generated from the Portsmouth and Paducah Project Office (PPPO)  
Remediation RFP – Group 6 (February 24, 2004)**

Answer: Property in the physical custody of the Remediation contractor will be the responsibility of the Remediation contractor. Accordingly, the Remediation contractor will be responsible for losses, thefts and damages to property in its control.

126. The Portsmouth and Paducah Infrastructure and Remediation RFPs seem to cover the Project Controls Scope of work for the Contractor to report to DOE. This includes the remediation contractors preparing a Life Cycle Baseline for the entire site and duration of the EM work not just their scope of work. However, in neither RFP was the scope, currently performed by BJC in support of DOE's reporting to DOE Headquarters. This includes but is not limited to:

- \* Support to the DOE Change Control Board
- \* HQ Change Control (Preparing BCPs)
- \* DOE Direct Projects Support (Monthly Reporting and BCPs)
- \* DOE 413.3/PARS Support
- \* IPABS Reporting, PEM Monthly, Budget Module Semi Annual, Planning Module Annual
- \* IPABS Administrative Maintenance
- \* Crosswalks from WBS to PBS
- \* Gold Chart Metrics, Monthly, Quarterly etc. reporting
- \* Variance reporting at a PBS level.
- \* Response to HQ Questions on the Budget, Gold Charts, etc.
- \* Environmental Liabilities Estimate and Audit
- \* Support for Preparation of Presentation to Management on any or all of the above subjects, etc.
- \* Response to Validation Reports/Reviews
- \* GAO etc. Audit Support
- \* Program Level Funding Analysis
- \* Historical data analysis
- \* Miscellaneous Data Requests from HQ like the Life Cycle Cost Reduction Survey
- \* Future Liabilities Data Call

Many of the request for Data from DOE Headquarters are in special formats that are not compatible with how the Contractors are reporting. This requires Contractor support and data interpretation.

Answer: All of the financial and budgetary reporting requirements listed above are not specifically identified in the RFP, however, they are identified at a general level in either Section J, Attachment 4.1 and 4.2 Deliverable lists, the Section J, Attachments 2.1 and 2.2 DOE Directives, Section C.1.9 and C.2.7 Project Support and their associated subsections.

127. The Remediation RFP does not include any scope for IT services. It does, however, provide scope for interfaces with DOE financial systems. Who will be



**Questions Generated from the Portsmouth and Paducah Project Office (PPPO)  
Remediation RFP – Group 6 (February 24, 2004)**

responsible for voice and data infrastructures? Will they purchase services from new Infrastructure contractor? Will services be provided through GFS&I?

Answer: The computer network, support services, maintenance, and repair are being provided by the Infrastructure Contractor(s). These computer services will be GFSI for the Remediation Contractor(s). The change will be formalized in an amendment.

128. In SOW section 1.4.1.2 (N/S ditch on-site sections 1 and 2) are we to assume no LLW or RCRA waste in the excavated soil? The off-site sections (3, 4, and 5) require disposition of LLW and RCRA waste.

Answer: Based on the completed excavation of Section 2, for bidding purposes offerors should assume no LLW or RCRA waste in the excavated soil of Section 1.

129. The servers that the DOE Program Management (PMCP) reporting systems now reside on are in OakRidge. Will we get those servers? They are out of date and need upgraded. Are we to include new servers and associated hardware in the costs associated in the ERS contract? Who is responsible for software maintenance of the DOE owned PMCP system?

Answer: The responsibilities for computers, telephones and radios have been clarified in Amendment 0002 to the solicitation.

130. [Paducah] Are the 5,100 drums of material referenced in SOW Paragraph C.1.2.3.2c) and listed in Attachment B of the Agreed Order included in the inventories shown in Exhibit C.1.2.3.a Waste Storage Facilities?

Answer: Yes, the 5,100 drums are included within the inventories identified in Exhibit C.1.2.3.a.

131. [Portsmouth] RFP Section C.2.2.2 b) states that the ER contractor shall: "Ensure compliance with waste acceptance criteria for waste accepted from others for storage handling treatment and disposition. Provide training as necessary." The only generator of waste, outside of the scope of the ER contract, identified in the RFP is the GCEP Disassembly Contractor referenced in C.2.4.2.b). Are there any other contractors that will be generating waste for which the ER Contractor will responsible for disposition?

Answer: Yes, the Infrastructure Contractor. It is anticipated that the quantities of waste generated will be limited. The GCEP disassembly work is not part of this contract, however, disposition of stored waste and materials in the GCEP facilities and materials generated by the GCEP disassembly contractor are part of the Remediation contractor's scope.

132. In response to Question 28, it was stated in the answer that the work of PA-0103, Paducah Community and Regulatory Support was not included as part of the

**Questions Generated from the Portsmouth and Paducah Project Office (PPPO)  
Remediation RFP – Group 6 (February 24, 2004)**

Remediation scope of work and cost estimates for these PAs and should NOT be included with the submittal as part of the proposal. However, in response to Question 62, it was stated that support for the CAB (included in PA 0103) was to be provided by the Remediation Contractor (Section C.1.9.4). The answers to these questions appear to be in conflict. If C.1.9.4 is covered by PA-0103, where are the funds derived to cover these costs?

Answer: The activities under PA-0103 are not a part of the scope of work for the Remediation RFP. However, the Remediation Contractor shall *support* these activities, meaning answering questions, providing documents/data if necessary, preparing a presentation on its activities, and any other activities that are in support of Community and Regulatory activities which was addressed in the answer to question #62, but offerors will not receive separate funding for these activities (i.e.; offerors should include this level of support activities in their cost estimates. The responsibility to ensure the PA-0103 scope of work is performed and *coordinated* is that of the Infrastructure Contractor. This means that the scope is part of the infrastructure contract. This explains why the answer for question #28 stated PA-0102 and PA-0103 are not included in the Remediation Scope of Work at Paducah and should not be included in the cost estimates for the Remediation Contractor.

133. Section J, Attachment 6 list numerous subcontracts that the successful Remediation Contractor can assume. Without knowledge of the scope of these contracts, terms, and cost, it is difficult to determine which contracts would be desirable to assume and to appropriately price these contracts in the proposal submittal. Will the scope and terms of these contracts be posted to allow potential offerors to evaluate assumption of the available contracts?

Answer: Not all of the subcontracts currently in place under BJC are required to be assumed or maintained by the Remediation contractor(s). There are only three subcontracts that are REQUIRED to be assumed as indicated by the “YES” in the far left hand column (of Section J, Attachment 6) titled “CONTRACTOR SHALL ASSUME.” The DOE will post as much information regarding the three contracts required to be assumed, when it is available.

134. Per C.1.2.3.2 item 4 requires the successful bidder to manage/disposition ten cubic meters of legacy waste annually from USEC that may contain asbestos, PCB, chromium, TCE, arsenic, or transuranics. Please provide a breakout of how much of this material is TRU.

Answer: Since 1993, USEC has not returned any waste to DOE through the legacy waste program that is classified as TRU waste; however, there was one drum of TRU waste in the DMSA waste that was returned from USEC to DOE in the late 1990’s.

135. Amendment 0001 indicates that there is currently 16,659 ft<sup>3</sup> of material in the DMSA OS-18. The Characterization Report for OS-18 indicates that the majority of the waste was characterized as solid waste and disposed in the C-746-U landfill,

**Questions Generated from the Portsmouth and Paducah Project Office (PPPO)  
Remediation RFP – Group 6 (February 24, 2004)**

leaving the DMSA empty of the original material. A) For the DMSAs which are 100% characterized, are the quantities listed in Amendment 0001 the actual quantities of material remaining in the DMSA? B) Is the 43,000 ft<sup>3</sup> of DMSA materials cited in the RFP as the volume disposed in the C-746-U landfill accurate?

Answer: A. The quantities listed in Amendment 0001 are the estimated total quantities that are required to be dispositioned. The following quantities of material (FT3) have already been dispositioned to the C-746-U Landfill from the DMSAs, as of 2/16/04:

DMSA	FT3
C-310-02	1.0
C-333-43	7.0
OS-02	8547
OS-03	362
OS-05	4780
OS-06	20773
OS-07	5235
OS-09	6955
OS-11	122
OS-12	7402
OS-13	385
OS-16	6780
OS-18	15803

Answer: B. As of 2/16/04 approximately 77,152 cubic feet of DMSA material has been dispositioned to the C-746-U Landfill

136. The EA for waste materials at Paducah indicates that 45% of the materials will qualify for disposal at the Landfill. Should the contractors use this percentage as the Basis of Estimate? And, how will DOE evaluate different assumptions regarding the amount of material going into the C-746-U Landfill?

Answer: If an offeror proposes a different percentage as a basis of estimate, the offeror should explain the basis for their percentage and provide an adequate and sufficient justification explaining its basis of estimate.

137. Who is currently responsible for dispositioning the converter shells containing tube sheets, BJC or Weskem?

Answer: Paducah BJC Environmental Projects is currently responsible for disposition of the subject material from C-746-D Yard. This work is included within the scope of the Scrap Metal project and is addressed through the EE/CA and AM. Dispositioning this material is included in the Remediation scope of work.

**Questions Generated from the Portsmouth and Paducah Project Office (PPPO)  
Remediation RFP – Group 6 (February 24, 2004)**

138. “Exhibit C.1.0.3 Milestones/Schedule” provides specific milestone requirements for a variety of documents (work plans, design reports, etc.). All the documents referenced have a “D1” pre-fix, indicating “preliminary” status. Yet the descriptions of the same milestone completions in Section C.1. imply “final approval” status. Example: C.1.1.1. Source Control (page C.1-4 of 45); “The following scope shall be considered complete following the dismantlement, plugging and abandonment of the selected removal system, and submittal of a Remedial Action Report that is sufficient in quality such that the DOE and the regulators without further modification or correction can approve it.” [AND] C.1.1.1. Source Control Milestone/Schedule (page C.1-25 of 45) There are no specific milestones with the description: “Remedial Action Report”. All other documents listed are described as having “D1” status (Review/comment on Draft/Primary Documents). Please clarify: 1. the discrepancy between the milestone title/descriptions, and 2. does submittal of a “D1” (preliminary) document on the prescribed milestone date satisfy the milestone deliverable, as stated in Section C.1.1.1., page C.1-4 of 45, “without further modification or correction”? 3. if we meet the milestone requirements as stated in the milestone/schedule tables (submittal of “D1” documents), will that satisfy the technical requirements and authorize any associated fee?

Answer: 1. The term "Response Action" in Exhibit C.1.0.3 is intended to be general and to include both "Remedial Actions" and "Removal Actions". 2. Only if the D1 document is accepted and approved by the DOE and the regulators without further modification or correction. 3. It is not clear what is meant by “authorize any associated fee.” However, the contractor will meet the milestone requirements, only if the D1 document is accepted and approved by the DOE and the regulators without further modification or correction, as stated in Section C.1.1.1.

139. Amendment 0001, issued 02/11/04, references on page 11, item #17 through page 13, a section C.2 and its subsections. There is no section C.2 in the Statement of Work issued in the RFP. Please clarify which sections of the SOW are amended.

Answer: The C.2 reference can be found in the title of the Portsmouth Environmental Remediation Statement of Work (SOW) on page C.2-1 of 32.

140. In the Paducah Remediation RFP Section J.3.1 Remediation Accountable Property List shows no computer servers listed. Starting in FY-2000 the servers that were located in Paducah were relocated to Oak Ridge. Currently Paducah is connected through a T-1 line to these servers. Does DOE plan to provide any dedicated servers to Paducah or should the Remediation Contractor plan to provide?

Answer: The Large Area Network (LAN) and the Wide Area Network (WAN) and the basic operating software is provided as part of the Infrastructure Contractor’s Statement of Work. An amendment to the RFP was issued to clarify the GFSI to be provided to the Remediation Contractor.

**Questions Generated from the Portsmouth and Paducah Project Office (PPPO)  
Remediation RFP – Group 6 (February 24, 2004)**

141. Will any computer hardware and software be provided by DOE at the Portsmouth site, or should costs for all necessary computers and software be estimated and included in the cost proposal?

Answer: Basic computer system operating software will be provided as a part of the Large Area Network (LAN) for example: Windows and basic operating software programs. Computer hardware (CPUs) are listed in the accountable property lists in Section J, Attachments 3.1 and 3.2.

142. Section J, Attachment 6 Subcontracts. Please clarify. What is the meaning of the term “Evergreen” that appears with some of the subcontracts?

Answer: The term should be disregarded under this solicitation.

143. Section H.20 (f) Pay and Benefits (2b) states “The contractor shall become a participating/sponsor employer in the BJC MEPP....” Further (2b) states “The contractor shall enter into an administrative service agreement with BJC regarding the administrative services and the cost thereof to be provided by BJC.” We have contacted BJC and they have specifically informed us that they can provide us no information concerning the scope of these “administrative services” or the concept of operations of how the performance of these services would relate to our staff in Paducah. Since the RFP directs the offeror to enter into a services agreement with BJC rather than constructing our own MEPP (which makes economical sense) and BJC has stated that we must ask these questions direct to DOE and obtain answers direct from DOE. We request clarification as to the scope of these services and how we would price this effort. Understanding the scope of these services would allow us to determine the support required at our field office to interface with BJC. We appreciate the complexity of this situation in the midst of a formal competitive procurement.

Additionally, Section H.20 (f) Pay and Benefits (2c) states “The contractor shall become a participating/sponsor employer in the BJC MEWA....” Further (2c) states “The contractor shall enter into an administrative service agreement with BJC regarding the administrative services and the cost thereof to be provided by BJC.” We have contacted BJC and they have specifically informed us that they can provide us no information concerning the scope of these services to include the current welfare costs generic in the providers plan for example, cost of a health and welfare family plan or single member with dependent. Additionally BJC would not discuss the concept of operations of how the performance of these services would relate to our potential employees at the Paducah site with regard to communication and employee administrative health and welfare matters rather than constructing our own MEWA. Since the RFP directs the offeror to enter into a services agreement with BJC rather than constructing our own MEPP (which makes economical sense) and BJC has deferred our questions to DOE, we request clarification as to the how we price the employee H&W benefits and the administrative services. Understanding the scope of these services would allow us to determine the support required at our field

**Questions Generated from the Portsmouth and Paducah Project Office (PPPO)  
Remediation RFP – Group 6 (February 24, 2004)**

office to interface with BJC. We appreciate the complexity of this situation in the midst of a formal competitive procurement. We understand the potential advantages to the government for the centralized MEWA. The H&W costs for our employees represent a significant element of our fringe benefit pool.

Answer: The cost of the benefits and the cost of the administrative services to be provided by BJC have been posted and should be used by offerors' in preparation of cost proposals. The following is a list of functions related to pension and benefits administration that offerors should use as a basis their proposals.

Offerors should assume that BJC will be responsible for:

- (1) Maintaining fiduciary responsibilities of both BJC plans
- (2) Negotiating related services and provider contracts for BJC plans
- (3) Setting and communicating rates and open enrollments to BJC plan participants
- (4) Providing benefits accounting services, sending premiums to vendors, transferring assets as required for BJC plans
- (5) Maintaining an employee benefit service center for those employees under BJC plans
- (6) Obtaining required benefit consultant and legal services pertaining to the plans
- (7) Preparing 5500 Reports for plans administered by BJC
- (8) Preparing and distributing summary plan documents for BJC plans

Offerors should assume that the infrastructure or remediation contractors will be responsible for:

- (1) Provide required employee information to BJC
- (2) Handling of bank authorizations
- (3) Benefits reporting and funding
- (4) Payment of monthly and/or weekly benefits administration costs
- (5) Performance of all payroll functions and payroll tax payment
- (6) Adhering to BJC pay cycles requirements (assume bi-weekly payroll)
- (7) Provide information to BJC for benefit accounting services
- (8) Obtaining employee benefit services from BJC
- (9) Correctness of confidential employee information content given to BJC
- (10) Point of contact for employer/employees
- (11) Point of contact for employees not included under BJC plans
- (12) Preparing 5500 reports for employees not included in BJC plans
- (13) Employee point of contact for benefit issues for those employees not covered under BJC plans
- (14) Maintaining fiduciary responsibilities for plans sponsored by the infrastructure or remediation contractors
- (15) Setting and communicating rates and open enrollments to plan participants for infrastructure or remediation contractor plans
- (16) Providing benefits accounting services, sending premiums to vendors, transferring assets as required for infrastructure or remediation contractor plans
- (17) Obtaining required benefit consultant and legal services pertaining to the infrastructure or remediation contractor plans

**Questions Generated from the Portsmouth and Paducah Project Office (PPPO)  
Remediation RFP – Group 6 (February 24, 2004)**

- (18) Preparing and distributing summary plan documents for infrastructure or remediation contractor plans
- (19) Negotiating related services and provider contracts